THE HON'BLE SRI JUSTICE V.ESWARAIAH

W.P.No.4443 of 2006

Dt.23.3.2006

Between:

Bangalore Health Care Pvt.Ltd.,

Hyderguda, Hyderabad … Petitioner

And

Andhra Pradesh Industrial Development

Corporation Ltd., Basheerbagh, Hyderabad

And another

…Respondents

ORDER:

Heard the learned counsel for the petitioner and the learned Standing Counsel for the first respondent Corporation.

Petitioner questions the action of the 1st respondent in rejecting the offer made by the petitioner vide letter dated 25.2.2006 as illegal and arbitrary and consequently direct the 1st respondent to accept the offer of the petitioner of Rs.12,50,000/- towards purchase of medical equipment of M/s.Siddartha Health Care Ltd.

The first respondent Corporation advertised for sale hospital

equipment of M/s.Siddartha Health Care Limited on 24.1.2006 in the news papers and in response to the same the 2nd respondent herein offered Rs.9.00 lakhs which was subsequently enhanced to Rs.10.00 lakh during the sale negotiations meeting held on 30.1.2006. Since the said offer of the 2nd respondent was not accepted by the negotiations committee, a decision was taken to call for offers from third party. In response to the same the petitioner and the 2nd respondent appeared in the meeting held on 13.2.2006 and during the course of negotiations the petitioner enhanced his offer to Rs.12.50 lakhs and sought four weeks time for payment of the said amount, whereas the 2nd respondent has offered Rs.11.50 lakhs and agreed to pay the amount immediately on confirmation of the same. Both offers have been considered by the negotiations committee and accepted the offer made by the 2nd respondent on the ground that the said premises was leased out to Asian Institute of Gastroentrology and it would be liable to pay the monthly rental of Rs.2.00 lakhs if the premises has not been handed over immediately. Apart from the same, the first respondent corporation has been spending an amount of Rs.8000/- towards security charges. Therefore, the first respondent accepted the offer made by the 2nd respondent for Rs.11.50 lakhs. It is stated that the offer of the 2nd respondent is more beneficial than the petitioner.

The learned counsel for the petitioner submits that this Court by order dated 7.3.2006 directed the petitioner to deposit the sum of Rs.6,25,000/- with the first respondent by 9.3.2006. However, the petitioner deposited the said amount vide cheque No.301680 dt.9.3.2006 only on 10.3.2006 with the first respondent. But, by the time of communicating the telegram orders, the 2nd respondent has already deposited the said amount on 24.2.2006 and already removed the entire equipment from the premises on 25th and 26th February, 2006. Therefore, the interim of this Court has become infructuous.

In view of the aforesaid facts and circumstances of the case, I am of the opinion that there is no arbitrary or discriminatory action on the part of the first respondent in accepting the highest offer of Rs.11.50 lakhs to be paid immediately pursuant to the sale confirmation by the negotiations committee which was paid immediately on 24.2.2006 and lifted the entire stocks on 25th and 26th February, 2006 and after 12 days thereafter the petitioner approached this Court and obtained interim direction on 7.3.2006 and the interim direction has also not been complied with.

In view of the above, I do not see any merit in this writ petition or any arbitrary action on the part of the first respondent in rejecting the offer made by the petitioner. However, it is needless to mention that the first respondent shall return the cheque in favour of the petitioner forthwith.

The writ petition is accordingly dismissed. No order as to costs.

V.ESWARAIAH, J.

23.3.2006

kpr